Contract Agreement Between:

CONTRACT

KSAZ
511 W. Adams Street
Phoenix, AZ 85003
(602) 257-1234

And:

Media Strategies & Research
Attention: Susanne Collins
1580 Lincoln Street
Suite 510
Denver, CO 80203

Contract / Revision	Alt Order #
109137 / 2	Kirkpatrick

Product
Kirkpartick for Congress

Contract Dates	Estimate #
10/23/12 - 10/29/12	**11368**

Advertiser	Original Date / Revision
Kirkpatrick/AZ/Cong-D	07/10/12 / 10/19/12

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
KSAZ	Tom Desmond	Phoenix-Local

Special Handling

Demographic
Households

IDB#	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
4	KSAZ	10/23/12	10/26/12	M-F 6a-7a News	6a-7a		:30			NM	4	$2,880.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/22/12	10/28/12	-TWTF--	4	$720.00							
5	KSAZ	10/29/12	10/29/12	M-F 6a-7a News	6a-7a		:30			NM	1	$720.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	M------	1	$720.00							
6	KSAZ	10/23/12	10/26/12	M-F 7a-8a News	7a-8a		:30			NM	4	$2,880.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/22/12	10/28/12	-TWTF--	4	$720.00							
7	KSAZ	10/29/12	10/29/12	M-F 7a-8a News	7a-8a		:30			NM	1	$720.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	M------	1	$720.00							
8	KSAZ	10/23/12	10/26/12	M-F 8a-9a News	8a-9a		:30			NM	4	$2,340.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/22/12	10/28/12	-TWTF--	4	$585.00							
9	KSAZ	10/29/12	10/29/12	M-F 8a-9a News	8a-9a		:30			NM	1	$585.00
	Candidate Discount											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/29/12	11/04/12	M------	1	$585.00							
10	KSAZ	10/24/12	10/26/12	M-F 12p-1230p Noon News	12p-1230p		:30			NM	2	$630.00
	Political CDR											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/22/12	10/28/12	--W-F--	2	$315.00							
11	KSAZ	10/23/12	10/25/12	M-F 1p-2p	1p-2p		:30			NM	2	$400.00
	Political LUR											
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	10/22/12	10/28/12	-T-T---	2	$200.00							
12	KSAZ	10/29/12	10/29/12	M-F 1p-2p	1p-2p		:30			NM	1	$200.00
	Political LUR											

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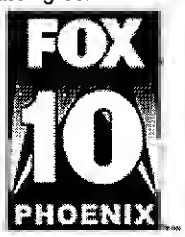

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Contract / Revision	Alt Order #
109137 / 2	Kirkpatrick

Contract Dates	Product	Estimate #
10/23/12 - 10/29/12	Kirkpartick for Congress	11368

Advertiser	Original Date / Revision
Kirkpatrick/AZ/Cong-D	07/10/12 / 10/19/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
Week:		Start Date 10/29/12	End Date 11/04/12	Weekdays M------	Spots/Week 1	Rate $200.00						
13	KSAZ	10/23/12	10/26/12	M-F 2p-3p	2p-3p		:30			NM	4	$700.00
	Political LUR											
Week:		Start Date 10/22/12	End Date 10/28/12	Weekdays -TWTF--	Spots/Week 4	Rate $175.00						
14	KSAZ	10/29/12	10/29/12	M-F 2p-3p	2p-3p		:30			NM	1	$175.00
	Political LUR											
Week:		Start Date 10/29/12	End Date 11/04/12	Weekdays M------	Spots/Week 1	Rate $175.00						
15	KSAZ	10/23/12	10/26/12	M-F 4p-430p	4p-430p		:30			NM	2	$1,260.00
	Political CDR											
Week:		Start Date 10/22/12	End Date 10/28/12	Weekdays -TWTF--	Spots/Week 2	Rate $630.00						
	Spot	Ch	Date Range	Description	Start/End Time	Weekdays	Length		Rate	Type		
	3	*KSAZ*	*10/22/12-10/28/12*	*M-F 4p-430p*	*4p-430p*	*-TuWThF----*	*:30*		*~~$630.00~~*	*NM*		
	See MG 15.5											
	5	KSAZ	10/22/12-10/28/12	M-F 4p-430p	4p-430p	-Tu--------	:30		$630.00	NM		
	(M) MG for 15.3 10/24											
16	KSAZ	10/29/12	10/29/12	M-F 4p-430p	4p-430p		:30			NM	1	$630.00
	Political CDR											
Week:		Start Date 10/29/12	End Date 11/04/12	Weekdays M------	Spots/Week 1	Rate $630.00						
17	KSAZ	10/23/12	10/26/12	M-F 430p-5p	430p-5p		:30			NM	2	$1,260.00
	Political CDR											
Week:		Start Date 10/22/12	End Date 10/28/12	Weekdays -T--F--	Spots/Week 2	Rate $630.00						
18	KSAZ	10/29/12	10/29/12	M-F 430p-5p	430p-5p		:30			NM	1	$630.00
	Political CDR											
Week:		Start Date 10/29/12	End Date 11/04/12	Weekdays M------	Spots/Week 1	Rate $630.00						
20	KSAZ	10/23/12	10/26/12	M-F 5p-530p News	5p-530p		:30			NM	2	$2,520.00
	Candidate Discount											
Week:		Start Date 10/22/12	End Date 10/28/12	Weekdays -T--F--	Spots/Week 2	Rate $1,260.00						
	Spot	Ch	Date Range	Description	Start/End Time	Weekdays	Length		Rate	Type		
	1	*KSAZ*	*10/22/12-10/28/12*	*M-F 5p-530p News*	*5p-530p*	*-Tu---F----*	*:30*		*~~$1,260.00~~*	*NM*		
	See MG 20.5											
	4	*KSAZ*	*10/22/12-10/28/12*	*M-F 5p-530p News*	*5p-530p*	*-Tu---F----*	*:30*		*~~$1,260.00~~*	*NM*		
	See MG 20.6											
	5	KSAZ	10/22/12-10/28/12	M-F 5p-530p News	5p-530p	-Tu---F----	:30		$1,260.00	NM		
	(M) MG for 20.1 10/23											
	6	KSAZ	10/22/12-10/28/12	M-F 5p-530p News	5p-530p	-Tu---F----	:30		$1,260.00	NM		
	(M) MG for 20.4 10/26											
21	KSAZ	10/29/12	10/29/12	M-F 5p-530p News	5p-530p		:30			NM	1	$1,260.00
	Candidate Discount											
Week:		Start Date 10/29/12	End Date 11/04/12	Weekdays M------	Spots/Week 1	Rate $1,260.00						
22	KSAZ	10/23/12	10/26/12	M-F 530p-6p News	530p-6p		:30			NM	2	$2,520.00
	Candidate Discount											
Week:		Start Date 10/22/12	End Date 10/28/12	Weekdays -TWTF--	Spots/Week 2	Rate $1,260.00						

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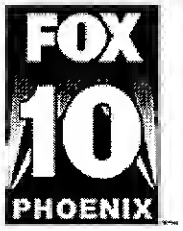

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Advertiser	Original Date / Revision
Kirkpatrick/AZ/Cong-D	07/10/12 / 10/19/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
Spot	Ch	Start Date / Date Range	End Date	Weekdays / Description	Spots/Week / Start/End Time	Rate / Weekdays		Length	Rate	Type		
1	KSAZ	10/22/12-10/28/12		M-F 530p-6p News	530p-6p	-TuWThF----		:30	~~$1,260.00~~	NM		
See MG 22.3												
2	KSAZ	10/22/12-10/28/12		M-F 530p-6p News	530p-6p	-TuWThF----		:30	~~$1,260.00~~	NM		
See MG 22.4												
3	KSAZ	10/22/12-10/28/12		M-F 530p-6p News	530p-6p	-TuWThF----		:30	$1,260.00	NM		
Ⓜ MG for 22.1 10/23												
4	KSAZ	10/22/12-10/28/12		M-F 530p-6p News	530p-6p	-TuWThF----		:30	$1,260.00	NM		
Ⓜ MG for 22.2 10/25												
23	KSAZ	10/29/12	10/29/12	M-F 530p-6p News	530p-6p			:30		NM	1	$1,260.00
Candidate Discount												
Week:		10/29/12	11/04/12	M------	1	$1,260.00						
24	KSAZ	10/23/12	10/26/12	M-F 6p-630p News	6p-630p			:30		NM	2	$2,520.00
Candidate Discount												
Week:		10/22/12	10/28/12	-TWTF--	2	$1,260.00						
25	KSAZ	10/29/12	10/29/12	M-F 6p-630p News	6p-630p			:30		NM	1	$1,260.00
Candidate Discount												
Week:		10/29/12	11/04/12	M------	1	$1,260.00						
29	KSAZ	10/23/12	10/26/12	M-F 9p-10p News	9p-10p			:30		NM	3	$4,050.00
Candidate Discount												
Week:		10/22/12	10/28/12	-TWTF--	3	$1,350.00						
30	KSAZ	10/29/12	10/29/12	M-F 9p-10p News	9p-10p			:30		NM	1	$1,350.00
Candidate Discount												
Week:		10/29/12	11/04/12	M------	1	$1,350.00						
31	KSAZ	10/25/12	10/25/12	M-F 10p-1030p News	10p-1030p			:30		NM	1	$990.00
Political CDR												
Week:		10/22/12	10/28/12	---T---	1	$990.00						
33	KSAZ	10/27/12	10/27/12	Sa 10p-1030p News	10p-1030p			:30		NM	1	$810.00
Political LUR												
Week:		10/22/12	10/28/12	-----S-	1	$810.00						
34	KSAZ	10/28/12	10/28/12	Su 9p-10p News	9p-10p			:30		NM	1	$1,080.00
Political CDR												
Week:		10/22/12	10/28/12	------S	1	$1,080.00						
35	KSAZ	10/28/12	10/28/12	Su 10p-1030p	10p-1030p			:30		NM	1	$765.00
POLITICAL CDR												
Week:		10/22/12	10/28/12	------S	1	$765.00						
									Totals		48	$36,395.00

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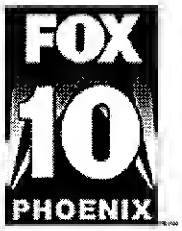

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Advertiser	Original Date / Revision
Kirkpatrick/AZ/Cong-D	07/10/12 / 10/19/12

*Tax 1 Note: Phoenix City Sales Tax 0.5%.

Time Period	# of Spots	Gross Amount	Net Amount	*Tax 1	Total
10/01/12 -10/28/12	37	$27,605.00	$23,464.25	$117.32	$23,581.57
10/29/12 -10/29/12	11	$8,790.00	$7,471.50	$37.36	$7,508.86
Totals	48	$36,395.00	$30,935.75	$154.68	$31,090.43

Signature: _____ **Date:** _____

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STANOARO CONDITIONS

1. BILLING AND PAYMENTS
Station will, from tima to time at intervals following broadcasts hereunder, bill Agency on bahalf of Advertiser at the address on the face hereof. Agency shall pay Station thereon at tha addrass on the bill on or before the 30th day of each month following that in which the broadcast occurred or such othar data as may be specified in tha invoice. Time is specifically made at the essence in tha performance of Agency's and Advartiser's paymant and other obligations hareunder. Dalinquent accounts shall bear interest at the rate of ten percent (10%) par annum. If Station institutas any legal action to collect a dalinquent account, than Advertiser agrees to pay Station for all cost thereof.

2. LIABILITY FOR PAYMENTS
Agency is acting as agent for a disclosed principal, the Advartiser named on tha face hereof; providad, however, notwithstanding that bills are rendered to Agancy or anything alse containad herein, Advartiser and Agency jointly and severally shall be and remain obligated to pay tha amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station.

3. TERMINATION
(a) Unless otherwise specified on the face hereof, either party may terminate this contrect, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notica is given by Agency, termination shall not be effectiva until after 28 consacutiva days of broadcasting hereundar. If Agency so terminatas this contract, Agancy shall pay Station at the earnad rate for all broadcasts pursuant to this contract through the date of termination.
(b) Station may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (ii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accruad charges haraunder shall immediately become due and payable and Agency shall also pay, as liquidated damagas, a sum equal to that which Agency would have been obligated to pay hereundar if, on the date on which Station gives such notice of termination, Agancy had given notice of termination pursuant to Paragraph 3(a) hereof effective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellabla out-of-pocket costs nacessarily incurred by Agency through date of such tarmination and that arise directly from the placement of tha announcaments or programs haraunder; provided, however, that if any part of such announcamants or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro rata, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 9 hereof. Except as expressly set forth in the preceding sentence, Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, liabilities, costs or expensas of any kind or natura whatsoevar.

4. OMISSION OF BROAOCAST
If, as a result of an act of God (including, but not limitad to, dalay or cancellation of an event due to weather), force majaura, public emargency, labor dispute or lockout, rastriction imposed by league rule, law, or governmantal ordar, machanical breakdown or any other similar or dissimilar cause bayond Station's reasonabla control, Station feils to exhibit any or all of tha announcements or progrems to be exhibited hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time in which case Agency shall continue to pay all amounts due hereunder, and if no such time is available the time charges allocable to the omitted broadcast shall be waivad; (ii) if a material part, but not all, of a scheduled broadcast is omittad, a latar broadcast shall be mada at a reasonably satisfactory substitute date and tima, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if tha broadcast had been made in its entirety. In addition, if, for any reason whatsoever, including, without limitation, events that are beyond Station's control or events that are within Station's control, Station fails to broadcast any or all of the announcements or progrems to ba broadcast hereunder. Station's liability, if any, for such failure shall be limited to the time chargas allocabla to the omitted broadcast or broadcasts.

5. PREEMPTIONS
Station shall have the right to cancel any broadcast or portion thereof covered by this contrect in order to broadcast any program or event that, in its sole discretion, it deems to be of public interest or significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast.

6. FIXEO RATE PURCHASES
Notwithstanding the provisions of Paregrephs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contrect, Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay the full charge (no credit or refund will be given), but Agency shall ba accorded another ennouncement or a reasonably satisfactory substitute date and time, at no additional charge therefor.

7. RATE PROTECTION
Station reserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card issued after the date of this contract ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rete protection set forth in the Current Rate Card shall apply only if, and to the extent that, commencing no later than 30 days affer the effectiva date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be grented in the form of additional broadcast time and not in cash) of any decrease in the aggregate sums payable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL
All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrery to the public interest; (ii) shall conform to the Station's then-existing progrem and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infringing or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.
Any additional material furnished by Station either at Agency's request or because Station, in its sole discretion, has determined such additional material is necessary, shall be furnished at Agency's expense and shall be in addition to charges set forth on the face hereof. Station's exercise of its right to refuse to broadcast any progrem or announcement hereunder, or revocation of any prior approvel of edvertising matter, shall not constitute a breach of this agreement, and Station shall not be liable to Advertiser. If Station shall fail to receive an acceptable announcement end/or program within the time provided for herein, Station may repeat eny previously approved announcement and/or programs available to Station, or, if thera ara none, may telecast by audio only the name or other identification or servica to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time affer 60 days following the last broadcast hereunder.

9. INDEMNIFICATION
Agency will indemnify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements) that arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency or furnished by Station at Agency's request for use in connection with Agency's announcement or other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Paragraph shall survive the termination or expiretion of this contract.

10. GENERAL
(a) Station will broadcast the announcements or progrems covered by this contrect on the dates and at the approximate hourly times provided on the face hereof.
(b) If this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
(c) Agency shall not assign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereaffer. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
(d) Notwithstanding any other provision of this Agreement, any specification or order for the telecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment listed on the face hereof shall be treated as a request only, and Station shall not be obligated to comply with such request.
e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(f) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.
(g) This contract contains the entire understanding between parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a generel relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mail or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entitled to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of tha Advertiser or its product or services shall be parmitted.
(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certifies that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.